Data Republic Senate Licence

This Agreement is made on [insert date]

Parties

Data Republic, Inc of 4500 Park Granada, Suite 202, Calabasas CA 91302 (*Data Republic*).

[Insert client details] (*Client*).

1 Data Republic Legal Framework

(a) This Agreement incorporates:

    (i) the terms and conditions set out in this Data Republic Senate Licence;

    (ii) to the extent applicable to Participant, the relevant terms and conditions contained in any Modules Participant has selected in a Term Sheet;

    (iii) any and all applicable Approved Data Licences; and

    (iv) each of the following additional Policies:

        (A) Acceptable Use Policy (available at www.datarepublic.com/acceptableuse);

        (B) Data Product Policy (available at www.datarepublic.com/dataproductpolicy); and

        (C) Data Security Policy (available at www.datarepublic.com/datasecurity),

in each case, as such additional policies may be amended from time to time by Data Republic.

(b) In this Agreement, any capitalised terms and the rules of interpretation are defined in the Glossary located at www.datarepublic.com/glossary.

(c) In the event of a conflict, inconsistency or ambiguity between any provisions or parts of the body of this Agreement, the Term Sheet(s) and any Approved Data Licence, the provisions will prevail in the following decreasing order of precedence:

    (i) clauses 10 (Compliance), 17 (Representations and Warranties), 18 (Indemnities) and 19 (Limitation of liability), and each equivalent provision set out in an applicable Module

    (ii) the Data Recipient Undertaking in any Approved Data Licence;

    (iii) the special conditions (if any) set out in any applicable Approved Data Licence;

    (iv) the special conditions (if any) set out in any applicable Term Sheet;

    (v) the remaining provisions of each Term Sheet;

    (vi) the remaining provisions of each Approved Data Licence;

    (vii) the remaining provisions of each applicable Module (including any documents attached, annexed or referred to in that Module); and

    (viii) the remaining provisions of this Agreement (including the terms of any additional schedule and/or Policy referred to in clause 1(a)).

2 Grant of Licence and Restrictions on Use

(a) Subject to the terms and conditions of this Agreement, including the Participant's payment of all relevant amounts under this Agreement, Data Republic grants to the Participant a non-exclusive, limited, non-transferable, non-sublicensable, licence to access and use the Data Republic Senate Platform during the Term.

(b) Participant will be responsible for maintaining control over any access to the Data Republic Senate Platform by the Participant and ensuring such access and use by Participant does not violate any Data Republic policies or any applicable Law.

3 Term

3.1 Agreement

This Agreement commences on the Commencement Date and shall continue until terminated in accordance with its terms.

3.2 Term Sheets

(a) Each Term Sheet commences on the Effective Date, and shall continue for the Initial Term of that Term Sheet, unless:

    (i) extended, if applicable, pursuant to any applicable Renewal Term; or

    (ii) terminated in accordance with this Agreement.

4 Common Legal Framework and Third Party Exchange Modules

(a) Participant may select any combination of the Common Legal Framework or Third Party Exchange Modules in order to conduct data exchanges with third parties (including other Participants) through the Data Republic Senate Platform.

(b) The Common Legal Framework Modules set out a common legal framework for data exchange through the Data Republic Senate Platform managed by Data Republic. Under the Common Legal Framework, the Participant can choose to act as a Data Contributor, a Data Developer or a Data Recipient.

(c) The Third Party Exchange Module sets out the terms and conditions that apply to the Participant's use of the Data Republic Senate Platform for data exchange pursuant to the Participant's own legal framework and not managed by Data Republic.

5 Data Republic Matching Services

(a) Participant may access and use Data Republic Matching Services by selecting the Data Republic Matching Services Module.

(b) The Data Republic Matching Services are offered as a mechanism for Participants to conduct de-identified matching of tokenized Data Assets.

6   Special Conditions

The parties must comply with any special conditions set out in the applicable Term Sheet and/or Approved Data Licence.

7   Support Services

Data Republic shall provide the Support Services as set out in the Support Services Schedule to this Agreement.

8   Compliance

Other than as expressly provided in this Agreement, each party:

(a) (**Laws**) must comply with all applicable Laws associated with the performance of its obligations and exercise of its rights under this Agreement;

(b) (**No Personal Information**) acknowledges and agrees that the Data Republic Databases must contain no Personal Information;

(c) (**licences, permits and approvals**) must obtain all Consents necessary to enable it to perform its obligations under this Agreement, including to enable it to grant the licences in clause 10 (Intellectual Property Terms), without infringing any Law or the rights (including Intellectual Property Rights, moral rights or rights relating to privacy) of any person;

(d) (**directions**) must comply with all lawful and reasonable directions issued by the other party (the *second party*) and/or any of the second party's Related Bodies Corporate that are reasonably necessary to assist it and/or any of its Related Bodies Corporate in complying with applicable Laws and its regulatory obligations; and

(e) (**requests for information etc**) must comply, and reasonably assist the second party and/or any of the second party's Related Bodies Corporate to comply, with all requests for information, directions, orders, subpoenas, and/or warrants issued to a party or its Related Bodies Corporate by any Government Agency, or which are otherwise authorised or required by Law.

9   Confidential Information

(a) Subject to clause 9(d), each party shall treat, and shall cause its Related Bodies Corporate and its own and its Related Body Corporate's Personnel to treat, any Confidential Information as strictly confidential and not disclose any Confidential Information.

(b) No party may use Confidential Information disclosed by the other party for a purpose other than as expressly contemplated by this Agreement and must not permit or assist any person to make any unauthorised use of the other party's Confidential Information.

(c) Participant Data and Third Party Exchange Data remains Confidential Information of Participant notwithstanding any transformation or analysis of that Participant Data or Third Party Exchange Data by Data Republic or any other Participant on the Data Republic Senate Platform to create Data Products and whether or not incorporated into Data Republic Databases or

Data Products. Transformations and analyses of Participant Data and Third Party Exchange Data may also include Confidential Information of Data Republic and Confidential Information of Other Data Contributors or Users. Inclusion or incorporation of Confidential Information of any one or more parties into a product or service shall not affect the fundamental character of confidence of the respective contributor's Confidential Information.

(d) Notwithstanding the terms of this clause 9, either party may disclose Confidential Information of the other if and to the extent that:

(i) the information is in or enters the public domain other than by reason of a breach of this clause 9 by the person receiving such information;

(ii) the information was in the possession of the receiving person prior to its disclosure;

(iii) the disclosure is to its legal and professional advisors in connection with this Agreement;

(iv) the disclosure is required by applicable Law;

(v) the information is comprised in any Data Products made available to Participant or Users in accordance with the remainder of the terms of this Agreement;

(vi) the disclosure is to the party's Related Bodies Corporate and service providers who have a need to know such information, and only to the extent of such need; or

(vii) the disclosure is made with the consent of the other party.

(e) Before any disclosure under clauses 9(d)(iii), 9(d)(v) or 9(d)(vi), the disclosing party must ensure that a recipient of Confidential Information is subject to terms of confidentiality on substantially similar terms to this clause 9.

(f) Before any disclosure in reliance on clause 9(d)(iv), the party concerned must, where not prohibited by law, take all reasonable steps to preserve the confidentiality of the information and immediately notify the other party of such requirement, giving full details of the circumstances of the proposed disclosure, in order to enable the other party to have a reasonable opportunity to contest such disclosure.

(g) Subject to clause [9] (Liability of other Users) of the Data Contributor Module (if applicable), each party shall be responsible for any breach by its own Personnel and any of its Related Bodies Corporate and their Personnel of the obligations set out in this clause 9.

(h) Each party must notify the other party promptly in writing if it becomes aware that any person not authorised to have access to the Confidential Information of the other party under this Agreement has obtained or is using any such Confidential Information.

(i) Participant agrees that, notwithstanding this clause 9, Data Republic may disclose Participant's participation on the Data Republic Senate Platform generally in a public manner and to other participants (including for the purpose of making recommendations and introductions), including (without limitation) on Data Republic's website and in marketing materials, and make use of the Participant Marks to do so in accordance with clause 10.2.

(j) Each party acknowledges that any breach of this clause 9 may result in damage to the other party for which monetary

damages may not provide sufficient relief. Each party is entitled to seek enforcement of its rights under this clause by specific performance or other injunctive proceedings.

10 Intellectual Property Rights

10.1 Ownership

(a) (**Participant-owned IP**) Subject to clause 10.2, Data Republic acknowledges and agrees that all rights, title and interests (including all Intellectual Property Rights) in and to the Participant Marks, Participant Data, Third Party Exchange Data, Background Participant IP and Derivative Materials will at all times remain owned by Participant and nothing in this Agreement is intended to transfer such right, title or interest (including Intellectual Property Rights) to Data Republic.

(b) (**DR-owned IP**) Subject to clause 10.2, Participant acknowledges and agrees that all rights, titles and interests (including Intellectual Property Rights) in and to:

   (i) Background DR IP;

   (ii) the DR Marks;

   (iii) the Data Republic Senate Platform and any adaptations, upgrades or enhancements to the Data Republic Senate Platform (including any new features or tools that are added to it), whether introduced or added by Data Republic independently or at the request of the Participant; and

   (iv) improvements to any materials described in sub-clauses (i) to (iii),

will at all times remain owned by Data Republic or its licensors and nothing in this Agreement is intended to transfer such right, title or interest (including in such Intellectual Property Rights) to Participant.

10.2 Licence to Brand Marks

(a) The parties grant to one another a royalty-free, non-exclusive and non-transferable licence in the Territory to use the other party's Brand Marks during the Term for the purposes of performing their obligations and exercising their rights under this Agreement.

(b) The licence provided in clause 10.2(a) is subject to the licensee complying with the brand guidelines of the licensor that apply to those marks, as notified to the licensee, and as updated, from time to time.

11 Payment

11.1 Fees

(a) In consideration for the rights granted under this Agreement and the Modules, the Participant must pay Data Republic the Fees, as set out in any applicable Term Sheet under this Agreement and the Modules, on receipt of any invoice provided to the Participant in accordance with clause 11.1(b).

(b) Unless otherwise agreed by the parties, in relation to Fees payable by the Participant under this Agreement:

   (i) for the Licence Fees, Data Republic will invoice Participant quarterly in advance; and

   (ii) for all other Fees including those relating to Data Products and Governed Spaces, Data Republic will

invoice the Participant monthly in arrears (or part thereof should the Effective Date not fall on the first day of a month in which case the Fees shall be prorated accordingly).

(c) The Fees and Expenses, if any, must be paid by each party without set-off, abatement or deduction, in accordance with this clause 11 and the relevant Term Sheet and/or Approved Data Licence, as applicable.

(d) Where Participant is entitled to the payment of Fees as the result of executing a Term Sheet and/or an Approved Data Licence, Data Republic will be under no obligation to pay such Fees to Participant until such time as Data Republic has received payment from the relevant User(s) which make use of the relevant Data Products. Data Republic shall take all reasonable steps to recover such sums. Data Republic will pay the Fees to Participant on a monthly basis, within 30 days of the end of the relevant month.

11.2 Sales Tax

(a) If sales tax is payable on a supply made under or in connection with this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of sales tax payable on that supply. Any amount of sales tax is payable at the same time as the payment for the Taxable Supply to which it relates.

(b) Unless otherwise stated, all amounts referred to in this Agreement, including the Fees, are stated on a sales tax exclusive basis.

(c) If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the sales tax payable on that supply will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.

(d) In providing an invoice in accordance with clause 13.1(a), a party shall provide proper tax invoices if sales tax is applicable to the Fees.

12 Audit

(a) During the Term of the relevant Term Sheet and for 12 months after the end of that Term, Data Republic shall have the right, at any time, to conduct (either itself or by appointment of an independent third party) an audit of Participant's use of the Data Republic Senate Platform and Data Products received pursuant to an Approved Data Licence under the Common Legal Framework to verify that such Participant is using and accessing (or, where applicable, has used or accessed) the Data Republic Senate Platform, including (where applicable) its use of and access to Data Assets or Data Products on the Data Republic Senate Platform, in accordance with the terms of this Agreement, any applicable Term Sheet and any applicable Approved Data Licence, in each case, in accordance with Privacy Laws and the Data Security Protocols.

(b) If an audit reveals Participant is not using or accessing (or has not used or accessed) the Data Republic Senate Platform and or any Data Products in accordance with the terms of this Agreement, any applicable Term Sheet and any Approved Data Licence, in each case in accordance with Privacy Laws and the Data Security Protocols, Participant must (without prejudice to any other rights or remedies available to Data Republic or any

Data Contributor) immediately comply with Data Republic's direction to do so and Participant will be responsible for Data Republic's audit and inspection costs and must promptly reimburse Data Republic for those costs following any request by Data Republic to do so.

(c) Participant acknowledges and agrees that, to the extent required by Law, a Government Agency may access, audit or inspect sites, facilities, records, materials and resources relevant to this Agreement.

13 Disclaimer

(a) PARTICIPANT AGREES AND ACKNOWLEDGES THAT, TO THE EXTENT PERMITTED BY LAW (INCLUDING THE COMPETITION LAW, IF APPLICABLE) AND SUBJECT TO CLAUSE 14 AND ANY EXPRESS WARRANTIES SET OUT IN THE SPECIAL CONDITIONS OF A TERM SHEET, APPROVED DATA LICENCE OR WHERE OTHERWISE AGREED IN WRITING BETWEEN THE PARTIES, DATA REPUBLIC:

(i) DOES NOT REPRESENT, WARRANT OR ACCEPT ANY LIABILITY IN RELATION TO THE ACCURACY, CURRENCY, RELIABILITY, COMPLETENESS OR QUALITY OF ANY PARTICIPANT DATA, OTHER PARTICIPANT DATA, THIRD PARTY EXCHANGE DATA OR DATA PRODUCTS;

(ii) DOES NOT REPRESENT OR WARRANT THAT THE PARTICIPANT DATA, OTHER PARTICIPANT DATA, THIRD PARTY EXCHANGE DATA OR DATA PRODUCTS ARE FREE FROM ERRORS OR OMISSIONS, OR THAT THEY ARE EXHAUSTIVE; AND

(iii) DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE PARTICIPANT DATA, OTHER PARTICIPANT DATA, THIRD PARTY EXCHANGE DATA OR DATA PRODUCTS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

(b) Participant acknowledges and agrees that changes in circumstances after the Request Date may impact upon the accuracy and reliability of the Participant Data or Data Products.

14 Representations and Warranties

(a) Each party represents and warrants that:

(i) it has full power, authority and legal capacity to:

(A) enter into this Agreement; and

(B) perform its obligations under this Agreement;

(ii) each relevant individual acting on behalf of the relevant Participant that enters into a Data Licence or accepts an Approved Data Licence has full power, authority and legal capacity to do so;

(iii) execution and performance of this Agreement will not result in a breach of any terms or conditions of any instrument or agreement to which it is a party; and

(iv) it shall obtain and maintain all Consents applicable or necessary in order to perform its obligations under this Agreement (including with respect to Intellectual Property Rights and as required under any Privacy Laws).

15 Indemnities

(a) Each party (the *Indemnifying Party*) shall defend, hold harmless and indemnify the other party (the *Indemnified Party*) from and against any Loss suffered or incurred by the Indemnified Party arising out of or in connection with:

(i) the death or injury of any person, or any loss or damage to property, arising out of or otherwise in connection with any negligence or wrongful act or omission of the Indemnifying Party;

(ii) any fraud (including fraudulent misrepresentation) or wilful misconduct or repudiation of the Indemnifying Party or any of its Personnel;

(iii) any disclosure of Confidential Information in breach of clause 9 by the Indemnifying Party; and

(iv) the Indemnifying Party's failure to comply with any Laws (including Privacy Laws and Competition Laws),

except to the extent that such Loss is caused or contributed to by an act or omission of the Indemnified Party.

(b) Data Republic (as Indemnifying Party) shall defend, hold harmless and indemnify Participant (as Indemnified Party) from any Loss suffered or incurred by Participant arising out of or in connection with any Claim by any third party that the Data Republic Senate Platform infringes the Intellectual Property Rights or other rights of any third party, except to the extent that such Loss is caused or contributed to by an act or omission of Participant. Additionally, Data Republic will have no indemnity obligations hereunder to the extent the claim arises out of: Participant's misuse of the Data Republic Senate Platform; Participant's modification of the Data Republic Senate Platform; or Participant's combination of the Data Republic Senate Platform with materials not provided by Data Republic.

(c) Participant (as Indemnifying Party) shall defend, hold harmless and indemnify Data Republic (as Indemnified Party) from and against any Loss suffered or incurred by Data Republic arising out of or in connection with any Claim by any third party that the Participant Marks, Participant Data, Third Party Exchange Data, Background Participant IP or Derivative Materials (or their use by Data Republic in accordance with this Agreement, any applicable Term Sheet or any applicable Approved Data Licence) infringes the Intellectual Property Rights or other rights of any third party, except to the extent that such Loss is caused or contributed to by an act or omission of Data Republic.

(d) Each party's indemnification obligations under this Section 17 and in any other Module are subject to the Indemnified Party promptly notifying the Indemnifying Party of the claim, allowing the Indemnifying Party to control the defense of the claim and providing reasonable information and assistance to the Indemnifying Party (at the Indemnifying Party's expense).

16 Limitation of liability

(a) SUBJECT TO CLAUSE 16(d) AND TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ANY LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY APPLICABLE APPROVED DATA LICENCE) SHALL NOT EXCEED THE GREATER OF:

(i) $500,000; OR

(ii)   AN AMOUNT EQUAL TO 100% OF THE AGGREGATE OF FEES PAYABLE BY DATA REPUBLIC TO PARTICIPANT AND BY PARTICIPANT TO DATA REPUBLIC, DURING THE IMMEDIATELY PRECEDING 12 MONTH PERIOD,

REGARDLESS OF THE CAUSE OR FORM OF ACTION.

(b)   SUBJECT TO CLAUSE 16(d) AND TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL LOSS.

(c)   THE LIMITATION AND EXCLUSION IN CLAUSES 16(a) AND 16(b) SHALL APPLY WHETHER THE ACTION, CLAIM OR DEMAND ARISES FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY.

(d)   CLAUSES 16(a) OR 18(B) SHALL NOT LIMIT, ANY PARTY'S LIABILITY UNDER: (A) THE TERMS OF SECTION 11 (CONFIDENTIAL INFORMATION) OR (B) ANY INDEMNITY GIVEN IN THIS AGREEMENT WHICH INDEMNITY SHALL NOT, TO THE EXTENT PERMITTED BY LAW, EXCEED $5 MILLION IN AGGREGATE.

17   Suspension and Termination

17.1   Suspension

(a)   Data Republic may suspend the performance of this Agreement, any Term Sheet and/or any Approved Data Licence without liability to Participant if:

(i)   Participant is in breach of the terms of this Agreement, any Term Sheet and/or Approved Data Licence, the Acceptable Use Policy, or any Laws;

(ii)   Data Republic discovers that Personal Information is included in the Participant Data, Third Party Exchange Data or any Data Product received by Participant;

(iii)   Data Republic believes that Participant's use of the Data Republic Senate Platform causes an actual or potential contravention of the Data Security Protocols or is having, or is reasonably likely to have, an adverse material impact on Data Republic's ability to provide Data Products to Participant or other Users; or

(iv)   Data Republic's use of or access to the Data Republic Senate Platform is suspended or terminated by the hosting service provider responsible for hosting the Data Republic Senate Platform.

(b)   Any suspension implemented in accordance with clause 17.1(a) shall continue until Data Republic is satisfied that the circumstances giving rise to the suspension have been remedied by Participant and are not reasonably likely to recur.

(c)   The rights of Data Republic under this clause 17.1 are in addition to Data Republic's rights under clause 17.2 below.

17.2   Termination of the Agreement or Term Sheets for cause

(a)   Either party may terminate this Agreement, any Term Sheet(s) and/or Approved Data Licence with immediate effect by giving written notice to the other party at any time if the other party:

(i)   breaches any warranty or any other provision of this Agreement which is incapable of being remedied, or where the breach is capable of being remedied, fails to remedy the breach within 30 days after receiving written notice from the terminating party requiring it to do so;

(ii)   breaches the Data Security Protocols;

(iii)   becomes subject to an Insolvency Event;

(iv)   fails to comply with any Laws (including Privacy Laws and Competition Laws) which are applicable to the Data Products, Participant Data, Third Party Exchange Data and/or this Agreement; or

(v)   a suspension pursuant to clause 17.1 continues for more than three months.

17.3   Consequences of termination

(a)   If this Agreement, a Term Sheet or an Approved Data Licence is terminated by either party or expires:

(i)   Each party must, within 20 Business Days of termination, pay to the other all Fees and Expenses incurred and/or owing under the Agreement, relevant Term Sheet or Approved Data Licence (as applicable) up to and including the date of termination or expiry;

(ii)   subject only to any term to the contrary in the Data Recipient and/or Data Contributor Modules, Data Republic will cease to provide the Data Products to Participant under the Agreement or the relevant Term Sheet (as applicable) from the date of termination or expiry;

(iii)   any rights granted to a Participant in respect of the Data Republic Senate Platform shall cease;

(iv)   each party must, within 10 Business Days of termination and at the direction of the other party, either return or destroy (and certify the destruction of) all of the other party's Confidential Information in their possession, control or custody, including deleting any such Confidential Information from any computer systems or files; and

(v)   on written request, provide the other party with written certification from an officer of the company of its compliance with clause 17.3(a)(iv).

17.4   Survival

(a)   Termination of this Agreement does not affect any accrued rights or remedies of either party.

(b)   Without limiting any other provision of this Agreement, clauses 9 (Confidential Information), 11 (Payment), 12 (Audit), 13 (Disclaimer), 15 (Indemnities), 16 (Limitation of Liability), 17.3 (Consequences of termination), this clause 17.4 (Survival), 20 (Dispute Resolution) and any other clauses which should by their nature survive termination of this Agreement, survive termination or expiration of this Agreement for any reason.

18   Force Majeure

(a)   If the performance by any party (**Affected Party**) of all or any of its obligations under this Agreement is prevented or delayed due to a Force Majeure Event, the Affected Party must promptly, after becoming aware of a Force Majeure Event, give written notice to the other party of the nature of the Force

Majeure Event, the effect of the Force Majeure Event on performance of the Affected Party's obligations and the action (if any) the Affected Party intends to take and use its reasonable endeavours to limit the effects of the Force Majeure Event, and promptly carry out its obligations as soon as, and to the extent that, it is able to do so.

(b) After 14 days (or earlier if agreed by the parties) of being given notice under clause 18(a), the parties may negotiate to terminate the Agreement or allow part fulfilment or deferment of the obligations of either party under this Agreement.

19 Relationship of the parties

Participant's relationship with Data Republic under this Agreement is solely one of service provider and service recipient (including, as part of that relationship, a licensor and licensee relationship). Nothing in this Agreement constitutes a relationship of employer and employee, partnership, joint venture or agency and, except as expressly stated in this Agreement, an applicable Term Sheet and/or an Approved Data Licence, neither party has any authority or power to bind the other or create a liability against the other.

20 Dispute resolution

(a) Neither party may commence any court or arbitration proceedings relating to a Dispute unless it has complied with the provisions of this clause 20, except to seek urgent interlocutory, injunctive or other equitable relief.

(b) A party claiming that a Dispute has arisen must promptly notify the other party in writing by giving details of the Dispute. The parties must use reasonable endeavours to resolve any Dispute by escalating the Dispute to their respective managing directors or similar persons and ensuring that its representatives use reasonable efforts to resolve the Dispute.

(c) If the parties are not able to resolve the Dispute in accordance with clause 20(b) within 20 Business Days from the date of notification, either party may immediately refer the Dispute to binding arbitration to be heard by one arbitrator with JAMS in Los Angeles County, California. The parties will use reasonable endeavours to resolve the Dispute. Each party must bear its own costs in relation to complying with this clause 20, except for the costs and expenses of the arbitration, which will be borne by the parties equally.

21 Notices

21.1 Form of notice

Any notice, demand, consent or other communication given under this Agreement or any Term Sheet (*Notice*) must be:

(a) in writing;

(b) delivered by hand, mail or email to the address of a party set out in this Agreement, a Term Sheet or such alternate address as may be advised by the other party from time to time.

21.2 Time of notice

Notice will be conclusively taken to have been given or made:

(a) if delivered by person, when delivered;

(b) if by mail, 3 Business Days after the date of mailing within California or 10 Business Days after the date of mailing overseas; or

(c) if by email, at the time of sending, provided that receipt shall not occur if the sender received an automated message that the e-mail has not been delivered to the recipient.

A notice that is deemed conclusively given or made after 5pm on any day, or on a day that is not a Business Day in the place of receipt, shall be deemed delivered at 9am on the next Business Day.

22 General

22.1 Further assurances

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

22.2 Assignment and subcontracting

Participant must not assign, change, subcontract, create a security interest over, encumber or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of Data Republic (such consent not to be unreasonably withheld or delayed). No such transfer or assignment shall relieve Participant of any of its obligations under this Agreement.

22.3 Entire agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively *Conduct*) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Agreement and completing the transactions contemplated by it.

22.4 Amendment

(a) This Agreement may be amended by Participant only by another agreement executed by all the parties.

(b) [Data Republic may amend this Agreement on reasonable prior written notice to Participant, such notice to contain sufficient detail to allow Participant to consider any relevant amendments. If within [10] Business Days of receipt of such notice, Participant notifies Data Republic that it does not agree to any amendments to this Agreement pursuant to this clause 22.4(b), then Data Republic may terminate this Agreement with immediate effect by giving written notice to Participant and the provisions of clause 17.3 shall apply.]

22.5 Waiver

No failure to exercise or delay in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

22.6 Remedies cumulative

The rights, powers and remedies provided to a party in this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or any agreement.

22.7   No merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

22.8   Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

22.9   Survival of representations and warranties

All representations and warranties, indemnities and confidentiality terms in this Agreement will survive the execution and delivery of this Agreement and the completion of transactions contemplated by it.

22.10   Costs and duty

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

22.11   Governing law and jurisdiction

This Agreement and, to the extent permitted by law, all related matters including non-contractual matters, is governed by the laws of the State of California without regard to its conflicts of law provisions. In relation to such matters each party irrevocably accepts the non-exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.

22.12   Counterparts

This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one agreement.

Agreed

Data Republic, Inc.

_____	_____
Director Signature	Director/Secretary Signature
_____	_____
Print Name	Print Name

Agreed by:

_____	_____
Director Signature	Director/Secretary Signature
_____	_____
Print Name	Print Name

Agreed

Data Republic Senate Licence Term Sheet

Term Sheet No.	[0000]
Applicable Module Terms and Conditions	This Term Sheet requires you (**Participant**) to enter into an applicable Module which sets out the terms and conditions under which Participant may participate on the Data Republic Senate Platform. Participant must specify which (if any) Modules are applicable to Participant in this Term Sheet. ☐ Common Legal Framework – Data Contributor Module, Data Recipient Module, Data Developer Module ☐ Third Party Exchange Module ☐ Data Republic Matching Services Module ☐ Other
Effective Date	[XX.XX.XXXX]
Initial Term	[*Insert Initial Term*]
Renewal Term	***Renewal Term*** means 12 months. At the expiration of the Initial Term, and at the expiration of each Renewal Term (if applicable), this Senate Licence Term Sheet will be automatically extended for the Renewal Term unless: a) the Senate Licence Term Sheet is terminated in accordance with this Agreement; or b) either party has given the other, at least 90 days prior to the commencement of the Renewal Term, a notice of its intention to terminate this Term Sheet.
Senate Licence Fee	
Senate Set Up Fee	
Senate Licence (inclusions)	[*Insert Senate Licence inclusions*]
Additional Project Inclusions	[*Insert Additional Project inclusions*]
Additional Optional Inclusions	Fees for Additional Optional Inclusions will be invoiced monthly in arrears. ● [*insert Additional Optional Inclusions*]
Special provisions re time for payment of invoices	[*insert or delete*]
Special Conditions	[*insert or n/a*]
Execution	Executed by Data Republic _____ Date_____ Executed by _____ Date_____

Schedule 1

Data Republic Common Legal Framework

Data Contributor Module

The terms of this Data Contributor Module will apply to the provision of data by Participant, in Participant's capacity as a Data Contributor, and the use of that data by Data Republic and any other Participants for data exchange activities on the Data Republic Senate Platform, pursuant to the Data Republic Common Legal Framework and facilitated through the Data Republic Senate Platform.

1   Compliance with the Agreement

(a)   The Participant's rights under this Data Contributor Module are subject to Participant's compliance with the terms of:

(i)   this Data Contributor Module;

(ii)   any other applicable Module; and

(iii)   the Data Republic Senate Licence.

2   Participant Data

2.1   Provision of Participant Data

(a)   Each time Participant upload Participant Data, Participant will be required to set out:

(i)   the period of time for which the Participant Data shall be made available for access by other Participants through the Data Republic Senate Platform;

(ii)   the Data Characteristics of the Participant Data to be uploaded to the Data Republic Senate Platform;

(iii)   the type of Data Products which may be created from the Participant Data;

(iv)   whether the Participant Data will be visible on the Data Republic Senate Platform to other Participants, or accessible to other Participants by invitation only (the default setting is for Participant Data to be listed on the Data Republic Senate as accessible to other Participants);

(v)   whether the Participant Data is to be provided in de-identified Non-Tokenised form, or in de-identified Tokenised form;

(vi)   whether the relevant Participant Data is available for use on a Non-Matched or Fully Matched basis to enable insights to be gained in the Data Products about the same Individual who appears in each of the datasets submitted by Participant and Other Data Contributors; and

(vii)   any special conditions relating to the Participant Data.

(b)   All Participant Data provided by Participant to Data Republic will be hosted in the United States of America, and Data Republic must not host or disclose Participant Data outside the United States of America unless otherwise agreed by Participant in writing.

(c)   Participant acknowledges and agrees that:

(i)   nothing in this Agreement requires Data Republic to exclusively source data from Participant; and

(ii)   Data Republic is entitled, whether during or after the Term, to:

(A)   source data from Other Data Contributors; and

(B)   subject to the applicable Approved Data Licence:

(1)   combine such data from Other Data Contributors with Participant Data for the purpose of creating Data Products; and

(2)   provide Users with such Data Products in accordance with the terms of the Common Legal Framework Modules.

2.2   Use of Participant Data

(a)   Before any Participant Data is used:

(i)   by Data Republic or any other Participant to create any Data Products;

(ii)   to provide any Data Products to a User; or

(iii)   otherwise for the benefit of any User or third party,

Data Republic must obtain the consent of Participant to such use in accordance with the process set out in the Managed Exchange Governance Workflow [*insert hyperlink to Managed Exchange Governance Workflow*].

(b)   Data Republic must:

(i)   only use or access the Participant Data (including any Participant Data contained or incorporated in any Data Products), and only permit such Participant Data to be used or accessed, in such manner and to the extent approved by the Participant pursuant to an Approved Data Licence, including any requirements, exclusions or special conditions set out therein;

(ii)   not take any steps to seek, nor permit anyone else to take any steps to seek, to match Participant Data about a particular de-identified Individual with data from Other Data Contributors about the same de-identified Individual except where expressly permitted in an Approved Data Licence;

(iii)   not take any steps to seek to re-identify any Individuals which are the subject of de-identified Participant Data; and

(iv)   impose appropriate contractual restrictions on Users not to take steps to seek to re-identify Individuals, or permit matching by Users, in the course of their use of the Data Products on the Data Republic Senate Platform.

2.3   Delivery Mechanism

If Participant has any notice or knowledge that the Delivery Mechanism fails to function properly, or that any Participant Data Updates are otherwise not being provided to or received by Data Republic, it will notify Data Republic and rectify the error as soon as possible. If Data Republic has any notice or knowledge that the Delivery Mechanism fails to function properly, or that any Participant Data Updates are otherwise not being provided to or received by Data Republic, it will notify Participant in addition to promptly rectifying the error.

2.4   Data Matching and Tokenisation Services

If Participant wishes to provide Participant Data to Data Republic in Tokenised form, the terms of the Data Matching Services Module will apply in addition to these terms.

3   Data Security and Segregation

(a)   Data Republic must ensure that Participant Data is segregated within the Data Republic Databases from Other Participant Data ensuring that Participant Data and Other Participant Data cannot be linked together or otherwise associated unless agreed otherwise by Participant in writing. Data Republic must ensure that access to, or use of, the Data Republic Database by Users is closely monitored and that each User is only permitted to access Data Products under the terms of the Data Recipient Module.

(b)   Data Republic must:

(i)   establish and at all times maintain, comply with and enforce adequate safeguards against the destruction, interference, unauthorised access, loss or alteration of Participant Data in the possession or control of Data Republic or its Personnel that are consistent with and no less rigorous than those set out in the Data Security Protocols;

(ii)   prohibit and prevent any Personnel who do not have the appropriate level of security clearance from gaining access to Participant Data;

(iii)   notify Participant immediately if Data Republic becomes aware of the contravention of any breach of this clause 3 of this Module; and

(iv)   notify Participant of any material amendments to the Data Security Protocols.

4   Disclosure of information by Data Republic

Data Republic may disclose to Users and prospective Users:

(a)   the identity of Participant and that it has collected Participant Data from the Participant; and

(b)   unless otherwise agreed by Data Republic and Participant in writing, the Data Characteristics of the Participant Data it has collected or will collect from Participant and how it may be made available for use in the Data Products.

5   Audit

(a)   Subject to the remainder of this clause 5 of this Module, and in addition to the audit rights granted to Data Republic pursuant to Clause 13 (Audit) of the Data Republic Senate Licence, during the period for which Data Republic is in

control of Participant Data and for 12 months after the end of that period, Participant shall have the right to engage an independent third party auditor which must be approved by Data Republic in writing (such approval not to be unreasonably withheld or delayed) to conduct an audit of, Data Republic in order to verify:

    (i)   that Data Republic is compliant with the terms of this Agreement. This includes validating that Data Republic is using, accessing and providing access to Participant Data in accordance with the terms of this Agreement (including the terms of any applicable any Approved Data Licence and the Data Security Protocols); and

    (ii)   any information provided by Data Republic to Participant in accordance with its Reporting Obligations; or

(b)   Data Republic must reasonably assist Participant to address security and risk related queries in connection with the subject matter of this Agreement in response to any requests made by a Government Agency.

(c)   Except in respect of an audit by a Government Agency (which will be conducted as required by the Government Agency in accordance with Law), each audit conducted under clause 5(a) must be conducted:

    (i)   on at least 20 Business Days' prior written notice to Data Republic;

    (ii)   no more than once per calendar year during the Term and once in the 12 months following the end of that Term on reasonable notice; and

    (iii)   during normal business hours and in a manner designed to not unreasonably interfere with the ordinary business operations of Data Republic, and under supervision by Data Republic (if required).

(d)   No audit may continue for longer than 10 consecutive Business Days, unless otherwise agreed between the parties.

(e)   Any information gathered during an audit shall only be made available to personnel of Participant and/or its approved auditor (as applicable) on a strictly need to know basis and subject to the confidentiality obligations under this Agreement.

(f)   Participant acknowledges and agrees that the audit will not include, and that the auditor will not have access to, any Other Participant Data.

(g)   To the extent an audit reveals that Data Republic has not complied with the requirements described in this Module, the parties will engage in good faith discussions about the resolution of the concerns raised by the audit.

(h)   Participant will bear its own costs associated with any audits conducted pursuant to this clause 5.

6   Privacy

(a)   Participant acknowledges and agrees that Participant Data must, once it has been transferred to Data Republic, contain no Personal Information.

(b)   Accordingly, any and all Personal Information submitted by Participant [must only be provided in a Hashed format [as directed in the Data Matching and Tokenisation Module].

(c)   Each party must promptly provide the other with the details of any complaint received by the first party arising out of or in connection with the content, or the use and disclosure of, any Participant Data.

(d)   Participant must notify Data Republic each time it updates or amends its privacy policy and privacy collection notices during the Term in a manner which, in Participant's reasonable opinion, may affect Participant's participation in Full Matching of Participant Data and must make available such updated or amended privacy policy and privacy collection notices to Data Republic on request.

7   Participant representations and warranties

Participant represents and warrants that:

(a)   the Participant Data has been legally obtained and that the provision of Participant Data to Data Republic and other Participants, and its use in accordance with any Approved Data Licence will not violate any applicable Laws (including Privacy Laws and Competition Law) or infringe upon any Intellectual Property Right or other right of any third party, provided Data Republic manages Participant Data in accordance with the terms of this Agreement;

(b)   it has obtained and maintains all necessary Consents from individuals in order for the Participant Data to be used in Data Products on a Fully Matched basis;

(c)   if the Participant Data has been collected or aggregated by Participant from one or more third parties (not being the Individuals in relation to whom the data has been obtained), Participant has obtained and will maintain all necessary Consents from each and every third party in order to disclose that Participant Data to Data Republic, and has ensured that such third parties have complied with all Laws (including Privacy Laws) in relation to the collection and disclosure of such Participant Data;

(d)   the Participant Data will, taken in isolation, not include any Personal Information at the point and time of its first entry into the Data Republic Databases via the Delivery Mechanism;

(e)   it has all the necessary right, title and interest in the Participant Data in order to grant the licences and otherwise perform its obligations under this Agreement.

8   Liability of other Users

(a)   Data Republic is liable for the conduct of Users accessing Participant Data or Data Products on the Data Republic Senate Platform through the Data Republic Managed Exchange.

(b)   Without limiting Data Republic's liability under clause 8(a) of this Module or in respect of any breach of this Agreement, Data Republic's liability for the conduct of Users outside the Data Republic Senate Platform is limited to the requirements under clause 9(c) below.

(c)   Unless otherwise agreed in an Approved Data Licence, Data Republic must procure that each Data Recipient that receives Data Products agrees to the terms of a Data Licence, including the Data Recipient Undertaking included therein. A Data Recipient must not be permitted to make use of any Data Products until it has accepted the terms of such Data Licence.

(d)   Subject to clause 8(a), Participant acknowledges and agrees that Data Republic will have no liability for the subject matter of any Data Recipient Undertaking.

(e)   Without limiting Participant's rights under this Agreement, Participant undertakes not to bring a Claim against Data Republic in respect of the terms of any Data Recipient Undertaking.

9   Contractual nature of Approved Data Licence

(a)   Participant acknowledges and agrees that each Approved Data Licence (including the Data Recipient Undertaking) shall constitute a stand-alone contract between each of the Participant, Data Republic and any other Data Contributor(s), Data Recipient(s) and/or Data Developer(s) who are party to each respective Approved Data Licence.

(b)   Participant warrants that its approval, through Senate, of each Approved Data Licence (including the Data Recipient Undertaking) shall constitute a binding execution of such Approved Data Licence by Participant.

10   Consequences of Termination

(a)   Participant will cease to provide the Participant Data to Data Republic under the Agreement or the relevant Term Sheet (as applicable) from the date of termination.

(b)   Subject to clause 9(c), Data Republic will, at Data Republic's discretion, either:

(i)   return to Participant; or

(ii)   undertake secure data deletion in respect of,

all Participant Data held by Data Republic under the Agreement or the relevant Term Sheet (as applicable).

(c)   Participant acknowledges that on termination of this Agreement, any Users who are granted rights to use a Data Product in accordance with an applicable Approved Data Licence may retain and continue to use such Data Product in accordance with the terms of the applicable Data Republic Senate Licence, Module, Term Sheet and Approved Data Licence for the remainder of the Term of the Term of Data Use, but will cease to receive any Participant Data Updates in respect of such Data Products.

(d)   This clause 9 shall survive termination or expiration of the Agreement.

Data Republic Common Legal Framework

Data Developer Module

The terms of this Data Developer Module will apply to Participant's participation in Data Republic Senate Platform and, if applicable, in the Governed Space(s) of other Participants, in Participant's capacity as a Data Developer pursuant to the Data Republic Common Legal Framework for data exchange activities on the Data Republic Senate Platform. This Data Developer Module sets out the terms and conditions which apply to the creation and commercialisation of Data Products developed by Participant as a Data Developer.

1   Compliance with the Agreement

(a)   The Participant's rights under this Data Developer Module are subject to Participant's compliance with the terms of:

(i)   this Data Developer Module;

(ii)   any other applicable Module; and

(iii)   the Data Republic Senate Licence.

2   Provision of Access to Data Product Development Environment to create Data Products

(a)   In order to create and/or commercialise a Data Product, Participant must make a request through the Data Republic Senate Platform, specifying:

(i)   the relevant Participant Data or Other Participant Data that will comprise the Data Product;

(ii)   the type of Data Product that the Participant proposes to create; and

(iii)   the intended use and recipients of the Data Product.

(b)   Subject to the approval of Data Republic and all relevant Data Contributors, Data Republic will provide Participant with access to the Data Product Development Environment and the relevant Participant Data and Other Participant Data for the following purposes:

(iii)   to enable Participant to examine the relevant Participant Data and Other Participant Data in order to test the development of potential Data Products; and

(iv)   to allow Participant to create, or request that Data Republic create, particular Data Products which Data Republic will make available to other Participants through the Data Republic Senate Platform,

(the **Permitted Purpose**).

(c)   Data Republic will have no obligation to provide Participant with access to any Participant Data from a Data Contributor until such time as Data Republic and the Data Contributor have approved the relevant Approved Data Licence.

(d)   Participant acknowledges and agrees that nothing in this Agreement requires Data Republic to permit Participant to create Data Products on an exclusive basis and Data Republic is entitled, whether during or after the Term of the applicable Term Sheet, to permit third parties to create Data Products at its absolute discretion.

3   Conditions of Data Product Development

(a)   Participant agrees and acknowledges that it must not under any circumstances remove the Data Product or any part or whole of the component Participant Data or Other Participant Data from the Data Product Development Environment without the express written consent of Data Republic, and any relevant Data Contributor or Other Data Contributor, in an Approved Data Licence.

(b)   Participant must not:

(i)   attempt to re-identify individuals within any Participant Data or Other Participant Data;

(ii)   combine the Participant Data or Other Participant Data with third party information, including publicly available information or other information available to Participant, from outside the Data Product Development Environment without the express written consent of Data Republic;

(iii)   access or attempt to access any data that is controlled or provided by or on behalf of Data Republic or any other User, except as expressly permitted by this Agreement;

(iv)   modify, extract, copy, export, transfer, delete or remove data from the Data Product Development Environment;

(v)   modify, merge, alter, adapt, translate, de-compile, disassemble, reverse-engineer or interfere with any aspect of the Data Product Development Environment or otherwise attempt to derive or interfere with the source code relating to any aspect of the Data Product Development Environment, or merge any software or any part of any software with any aspect of the Data Product Development Environment, unless expressly permitted by this Agreement or after obtaining Data Republic's prior written consent; or

(vi)   sell or licence, offer for sale or licence, dispose of, pledge, encumber, underlet, lend or part with possession of the Data Product Development Environment or any Participant Data or Other Participant Data (including any data within a Data Product), nor allow any person to use or have the benefit of the Data Product Development Environment or any Participant Data or Other Participant Data, other than as expressly permitted by this Agreement.

(c)   Participant must:

(i)   create Data Products in compliance with any exclusions or special conditions set out in the applicable Approved Data Licence; and

(ii)   where Participant is not an individual, limit access to the Data Product Development Environment to employees of Participant who require such access for the purpose of this Agreement and are under the same or substantially similar obligations of confidence as Participant pursuant to the terms of this Agreement.

4   Intellectual Property Rights

4.1   Data Developer to own Participant Algorithms

Subject only to clauses 4.4 and **Error! Reference source not found.** of this Module, all rights, title and interests (including all Intellectual Property Rights) in and to Participant Algorithms and any improvements to such Participant Algorithms, will at all times remain owned by Participant or its licensors and nothing in this Agreement is intended to transfer any right, title or interest (including in Intellectual Property Rights) in the Participant Algorithms to Data Republic.

4.2   Data Republic and Data Contributors to own Data Products, Participant Data and Other Participant Data

(a)   Unless otherwise agreed in writing in a Data License, subject to clauses 4.1 and 4.3 of this Module, Participant acknowledges and agrees that all rights, title and interests (including all Intellectual Property Rights) in and to:

(i)   the Data Product Development Environment; and

(ii)   any Participant Data or Other Participant Data made available to Participant pursuant to this module,

including, in each case, any right, title or interest (including Intellectual Property Rights) subsisting in any improvements to such materials, will at all times remain owned by Data Republic or its licensors (including the relevant Data Contributors or Other Data Contributors) and nothing in this Agreement is intended to transfer any right, title or interest (including in Intellectual Property Rights) in such Data Product Development Environment, Participant Data or Other Participant Data to Participant.

(b)   Unless otherwise agreed in writing in a Data License, subject to clauses 4.1 and 4.3 of this Module, Participant absolutely and unconditionally assigns to Data Republic all rights, title and interests (including all Intellectual Property Rights) in and to the Data Products immediately upon creation, free of all encumbrances and third party rights and Participant must at its own cost do all things necessary to give effect to such assignment, including executing any required documents or effecting any required registrations.

4.3   Licence to Data Products

Data Republic grants to Participant for the Term of the relevant Term Sheet a worldwide, non-exclusive, non-transferable licence to use the Test Data and Data Products for the Permitted Purpose on the terms and conditions set out in this Agreement, the relevant Approved Data Licence.

4.4   Data Republic Open Invention Principles

(a)   Participant agrees and acknowledges that the Data Republic Senate Platform will be used by multiple Users and that it is intended that those Users may (subject to the terms of their respective Data Republic Senate Licences and applicable Modules) develop and invent algorithms and Data Products on the Data Republic Senate Platform independently of each other which may be similar to or the same as Participant Algorithms or Data Products created by Participant. Participant further agrees and acknowledges that the mutual intention of it, and all Users who make use of the Data Republic Senate Platform, is that no User will seek to prevent others from engaging in such independent development and invention. Accordingly, the following clauses (b) and (c) enforce this principle.

(b)   Participant must:

(i)   not threaten, file or pursue any Claim against Data Republic or any User in respect of the purported infringement of any patent arising out of or in relation to a Participant Algorithm and/or the method of applying such Participant Algorithm to particular combinations of Participant Date or Other Participant Data on the Data Republic Senate Platform in order to create Data Products (whether or not that Participant Algorithm constitutes Background Participant IP); and

(ii)   impose the same obligation on any third party to which it sells, licenses, assigns or otherwise transfers any Intellectual Property Rights subsisting in any Participant Algorithm,

and breach of this clause (b) will be deemed to be a material breach of this Agreement. This clause (b) shall not prevent Participant bringing Claims against Data Republic or any other User for copyright infringement. The foregoing is a power coupled with an interest and is irrevocable.

(c)   Participant grants to Data Republic and other Users a worldwide, perpetual, non-transferable non-exclusive licence to use any patent rights arising out of or in relation to a Participant Algorithm and/or the method of applying such Participant Algorithm to particular combinations of Participant Data or Other Participant Data on the Data Republic Senate Platform in order to create Data Products (whether or not that Participant Algorithm constitutes Background Participant IP) provided that such licence:

(i)   is a strictly limited and private licence granted solely for the purposes of ensuring that neither Data Republic nor other Users will infringe any rights under such patent held by Participant if they independently develop and invent algorithms that are similar or the same; and

(ii)   is not a licence of copyright in the Participant Algorithm.

5   Disclosure of information by Data Republic

(a)   Data Republic may disclose to Users:

(i)   the identity of Participant; and

(ii)   unless otherwise agreed by Data Republic and Participant in writing, the details of the Participant's skillset in creating Data Products, high-level details of the Data Products which Participant proposes to develop and the Participant Data or Other Participant Data which it proposes to use to develop such Data Products.

6   Contractual nature of Approved Data Licence

(c)   Participant acknowledges and agrees that each Approved Data Licence (including the Data Recipient Undertaking) shall constitute a stand-alone contract between each of the Participant, Data Republic and any other Data Contributor(s), Data Recipient(s), and/or Data Developer(s) who are party to each respective Approved Data Licence.

(d)   Participant warrants that its approval, through Senate, of each Approved Data Licence (including the Data Recipient Undertaking) shall constitute a binding execution of such Approved Data Licence by Participant.

7   Consequences of Termination

If this Agreement, a Term Sheet and/or an Approved Data Licence is terminated by either party:

(a)   Data Republic may retain and continue to use and exploit any Data Products that have, as at the date of termination, been developed using Participant Algorithms according to the terms of any applicable Approved Data Licence; and

(b)   Participant must immediately cease accessing the Data Product Development Environment and any Data Product and accessing and using the applicable Participant Data or Other Participant Data.

Data Republic Common Legal Framework

Data Recipient Module

The terms of this Data Recipient Module will apply to the provision of any Data Product to Participant, in Participant's capacity as a Data Recipient, under the Data Republic Common Legal Framework and the use of such Data Product(s) by Participant and any of Participant's Permitted Sublicensees, facilitated through the Data Republic Senate Platform.

1   Compliance with the Agreement

(a)   Participant's rights under this Data Recipient Module are subject to Participant's compliance with the terms of:

(i)   this Data Recipient Module;

(ii)   any other Module; and

(iii)   the Data Republic Senate Licence.

2   Creation and provision of Data Products

2.1   Creation and provision of Data Products from Data Republic Senate Marketplace

(a)   Participant may access the Data Republic Senate Platform to request Data Republic to:

(i)   create, or facilitate the creation of, Data Products; and

(ii)   make such Data Products available for use by Participant,

as set out in the applicable Approved Data Licence and in accordance with the terms of this Module.

(b)   Data Republic will have no obligation to create any Data Products using data from a Data Contributor (which is not Participant) or an Other Data Contributor until such time as the relevant Data Contributor has approved the request from Participant to use the relevant data pursuant to the terms of an Approved Data Licence.

2.2   Creation and provision of Unlisted Data Products and Listed Data Products

(a)   This clause 2.2 applies only to the creation and provision of Data Products containing Participant Data (data contributed by Participant).

(b)   Where Participant seeks the creation and provision of a Data Product containing Participant Data, Participant must indicate in the applicable Data Licence request whether the relevant Data Product is to be treated as:

(i)   an Unlisted Data Product; or

(ii)   a Listed Data Product.

(c)   The relevant Data Product must be treated as an Unlisted Data Product if the request for the Data Product is silent or otherwise unclear on whether the relevant Data Product is to be treated as a Listed or Unlisted Data Product.

3   Restrictions on use of Data Products by Participant

(a)   Participant must:

(i)   only use Data Products for the Permitted Purpose specified in the Approved Data Licence;

(ii)   only access or use Data Products in accordance with any requirements, exclusions or special conditions set out in the applicable Approved Data Licence;

(iii)   not copy or remove, or seek to copy or remove, any Participant Data or Other Participant Data from the Data Republic Databases;

(iv)   not reverse engineer or decompile any Data Products that use, or include, any Other Participant Data such that Participant is able to access the Other Participant Data;

(v)   not sublicense, assign, transfer, sell or otherwise exploit any Data Product or Derivative Materials created from such Data Products, that use, or include, Participant Data without the prior written consent of Data Republic in the relevant Approved Data Licence, and if applicable, a EULA being in place with the relevant Permitted Sublicensee;

(vi)   not combine Data Products on the Data Republic Platform with third party information (e.g. publicly available information or other information available to the Users from outside the Data Republic Senate Platform) without approval from Data Republic; and

(vii)   not take any steps, or permit others to take any steps, on the Data Republic Senate Platform to seek to re-identify any individuals which are the subject of Participant Data, Other Participant Data or any Data Product, except:

(A)   in respect of a Data Product that has been provided on both a Fully Matched and Tokenised basis; or

(B)   as otherwise expressly agreed in an Approved Data Licence.

4   Restrictions on use of Data Products by Data Republic

(a)   If Participant creates, or requests the creation of, an Unlisted Data Product, Data Republic shall not be permitted to make such Unlisted Data Product available to other Users unless Participant has provided consent to do so and agreed the fees to be paid by Data Republic to Participant in a Term Sheet or an Approved Data Licence in accordance with this Module.

(b)   If Participant creates, or requests the creation of, a Listed Data Product, Data Republic will be permitted to make such Listed Data Product available to other Users on terms agreed between Data Republic and Participant, including the Fees to be paid by Data Republic to Participant for the licence of such Listed Data Product.

5   Intellectual Property Rights

(a)   Unless otherwise agreed in writing, Participant acknowledges and agrees that all rights, title and interests (including all Intellectual Property Rights) in and to any Data Products, including the underlying component Participant Data or Other Participant Data, made available to Participant pursuant to this module, including, in each case, any right, title or interest (including Intellectual Property Rights) subsisting in any improvements to such materials, will at all times remain owned by Data Republic or its licensors (including the relevant Data Contributors or Other Data Contributors) and nothing in this Agreement is intended to transfer any right, title or interest (including in Intellectual Property Rights) in such Data Products, Participant Data or Other Participant Data to Participant.

(b)   Data Republic grants to Participant for the Term of the relevant Term Sheet a worldwide, non-exclusive, non-transferable licence to use the Data Products for the Permitted Purpose on the terms and conditions set out in this Agreement and any relevant Approved Data Licence.

6   Relationship with Permitted Sublicensees

(a)   Participant shall procure that all third parties who use or receive Data Products from Participant (whether in conjunction with Derivative Materials or otherwise) rather than from Data Republic must:

(i)   be approved by Data Republic as a Permitted Sublicensee;

(ii)   reference Data Republic as the source of the Data Products; and

(iii)   unless otherwise agreed in an Approved Data Licence, prior to receiving such Data Products from the Participant, first enter into a sublicence agreement with Participant which imposes on the Permitted Sublicensee the terms set out in the EULA included at www.datarepublic.com/eula, and provide a copy of such executed EULA to Data Republic (which may be provided to relevant Data Contributors),

whereby, upon approval by Data Republic and any relevant Data Contributor, the Permitted Sublicensee shall be identified as a Permitted Sublicensee in any applicable Term Sheet and Approved Data Licence and Participant shall be authorised to provide such Permitted Sublicensee with the relevant Data Product.

7   Disclosure of information by Data Republic

Data Republic may disclose to Data Contributors and Data Developers:

(a)   the identity of Participant; and

(b)   the details of the Data Products which Participant wishes to develop, or have developed on its behalf, the identity of any Permitted Sublicensees who will use the Data Products, and the Participant Data or Other Participant Data which it proposes to use to develop such Data Products.

8   Data Recipient Undertaking

Participant acknowledges that it will not be permitted to use a Data Product until it has agreed to the terms of an Approved Data Licence in respect of that Data Product, which will include an undertaking substantially in the form set out in the Schedule to this Data Recipient Module (the **Data Recipient Undertaking**).

DATA REPUBLIC

9   Contractual nature of Approved Data Licence

(e)   Participant acknowledges and agrees that each Approved Data Licence (including the Data Recipient Undertaking) shall constitute a stand-alone contract between each of the Participant, Data Republic and any other Data Contributor(s) and/or Data Developer(s) who are party to each respective Approved Data Licence.

(f)   Participant warrants that its approval, through Senate, of each Approved Data Licence (including the Data Recipient Undertaking) shall constitute a binding execution of such Approved Data Licence by Participant.

10   Termination of use of Data Products

(g)   Data Republic may terminate Participant's use of any Data Product under an Approved Data Licence immediately by written notice if Participant materially breaches a provision of this Agreement (including this Module), or the relevant Approved Data Licence, in each case insofar as it relates to such Data Product, and such material breach:

(i)   cannot, in Data Republic's reasonable opinion, be remedied; or

(ii)   is capable of remedy and Data Recipient has failed to remedy such material breach within 30 days of receiving written notice from Data Republic.

(h)   Data Republic may terminate Participant's use of any Data Product to the extent that Data Republic reasonably believes that such Data Product has been created, used or its continued use, is in breach of the Data Product Protocols and/or any Privacy Laws.

(i)   For clarity, unless otherwise agreed by the parties, if Participant fails to pay fees due and owing with respect to a Data Product, and those fees are more than 120 days overdue, such breach will be deemed a material breach for the purposes of clause 9(g).

11   Consequences of Termination

From the date of termination by either party of this Agreement, a Term Sheet or an applicable Approved Data Licence in accordance with the terms of the Data Republic Senate Licence, but subject at all times to termination of Participant's use of any Data Product in accordance with clause 9, Participant:

(j)   may retain and continue to use Data Products developed solely using Participant Data which do not use and are not derived from Other Participant Data on a perpetual basis;

(k)   may retain and continue to use Data Products which are derived from, but do not incorporate, Other Participant Data in its original, cleansed or corrected form, for the remainder of the Term of Data Use or if the Term is not specified, on a perpetual basis, but will cease to receive any Data Updates in respect of such Data Products; and

(l)   must immediately cease to use any other Data Products and must terminate the use of such Data Products by any Permitted Sublicensees, but in each case only in relation to the Other Participant Data incorporated, included or to which access is permitted in such Data Product.

Annexure A

Data Recipient Undertaking

1   Interpretation and definitions

(m)   The rules of interpretation set out in the Data Republic Senate Licence also apply to this Data Recipient Undertaking.

(n)   Other than the definitions set out below, the definitions set out in the Data Republic Senate Licence apply to this Data Recipient Undertaking unless the context requires otherwise.

Beneficiaries means the beneficiaries of Participant's promises under this Data Recipient Undertaking, being the Data Contributor(s) and Data Developer(s) named in the Approved Data Licence into which this Data Recipient Undertaking is incorporated.

Beneficiary Data means any data contributed or provided to Data Republic or the Participant by the relevant Beneficiary.

Consequential Loss means:

(i)   any loss not arising naturally and not arising according to the usual course of things, from the relevant breach or acts or omissions, whether or not such loss may reasonably be supposed to have been in the contemplation of both parties at the time they made the contract as the probable result of the relevant breach or act or omission; or

(ii)   any loss of profits, revenue or business.

2   Undertaking

(o)   Participant undertakes to, and undertakes to ensure that its Permitted Sublicensees will, comply with the terms of this Data Recipient Undertaking, the Data Republic Senate Licence (to the extent applicable) and any applicable Module, the Acceptable Use Policy, and the applicable Approved Data Licence into which this Data Recipient Undertaking is incorporated.

(p)   Participant further undertakes that it will, and will ensure that its Permitted Sublicensees will, keep the Data Products that are derived from, use, incorporate or permit access to Beneficiary Data confidential and secure, as required under the Data Republic Senate Licence.

3   Indemnity

Participant shall defend, hold harmless and indemnify each Beneficiary from and against any Loss suffered or incurred by that Beneficiary arising out of or in connection with:

(q)   any disclosure of Beneficiary's Confidential Information by Participant, its Personnel or its Permitted Sublicensees, other than in accordance with the Data Republic Senate Licence and the Approved Data Licence;

(r)   Participant's, or any of Participant's Permitted Sublicensees', failure to comply with any Laws (including Privacy Laws and Competition Laws) in connection with the use of Data Products that are derived from, use, incorporate or permit access to Beneficiary Data;

(s)   any claim arising out of Participant's, or any of Participant's Permitted Sublicensees', use of the Data Products that are derived from, use, incorporate or permit access to Beneficiary Data other than in accordance with the Data Republic Senate Licence or an Approved Data Licence; or

(t)   any breach of the undertakings given in clause 2 of this Data Recipient Undertaking to the extent such breach relates to Beneficiary Data.

4   Consequential Loss

To the extent permitted by Law, under no circumstances will Participant be liable for any Consequential Loss including under any indemnity given in this Data Recipient Undertaking.

5   Benefit of this Participant Undertaking

(u)   Participant agrees that the obligations in this Participant Undertaking are for the benefit of the Beneficiaries jointly and severally, and that the Beneficiaries may enforce the obligations in this Participant Undertaking, either together or separately.

(v)   Participant acknowledges that:

(i)   the data submitted to Data Republic and the Participant is valuable to the Beneficiaries;

    (ii)   damages may not be an adequate remedy for the Beneficiaries for any breach of this Data Recipient Undertaking by Participant, its Personnel or its Permitted Sublicensees; and

    (iii)   any or all of the Beneficiaries are entitled to specific performance or injunctive relief as a remedy for any breach or threatened breach of this Data Recipient Undertaking by Participant, its Personnel or its Permitted Sublicensees, in addition to seeking any other remedies available at law or in equity under or independently of this Data Recipient Undertaking.

(w)   Participant must not object to any grant of specific performance or injunctive relief to enforce the rights of any of the Beneficiaries in connection with this Data Recipient Undertaking.

(x)   This Participant Undertaking must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of any confidential information, including any data contributed by Participant.

6   Governing law

This Data Recipient Undertaking is governed by the laws of the State of California. Participant and the Beneficiaries submit to the non-exclusive jurisdiction of the courts of the State of California.

Schedule 2

Data Republic – Third Party Exchange Module

The terms of this Third Party Exchange Module apply to Participant's use of the Data Republic Senate Platform to conduct data exchange and exploration activities in Governed Space(s) with Third Party Users (which may include third parties that are not Participants) that are not managed by Data Republic pursuant to the terms of the Data Republic Common Legal Framework (**Third Party Exchanges**).

7   Availability of Third Party Exchange functionality

(a)   Third Party Exchange functionality is only available to Participants with a current Data Republic Senate Licence who have selected the Third Party Exchange Module in the Data Republic Senate Licence Term Sheet.

(b)   Participant must confirm the legal framework which will apply to Participant's Third Party Exchanges as between Participant and a Third Party User by selecting it in the Senate Governance Workflow for the creation of Data Licences.

(c)   Participant may, subject to the terms of Participant's Data Republic Senate Licence, require Data Republic to approve Data Licences in the Senate Governance Workflow, however, Data Republic will make such approvals at Participant's direction according to Data Republic's best assessment of the Permitted Use for which Participant has indicated the Data Product may be made available to the relevant Third Party User.

8   Participant Responsibility

(a)   Participant acknowledges and agrees that Data Republic is a platform provider only. Data Republic takes no responsibility of any kind for the conduct and content of any Third Party Exchanges which take place under Participant's direction and control.

(b)   Participant acknowledges and agrees that Data Republic makes no representations or warranties as to the quality or provenance of, the whole or any component part of, any data or Data Product exchanged pursuant to a Third Party Exchange.

(c)   Participant acknowledges and agrees that Participant is responsible for ensuring that all appropriate Consents have been obtained in relation to all Third Party Exchanges which take place in Participant's Governed Space.

(d)   Participant indemnifies Data Republic against any and all Loss or Claims relating to and arising out of all Third Party Exchanges.

9   Third Party Exchanges

9.1   Relationship with Third Party Users

(a)   All Third Party Users who access or use Participant's Governed Space for Third Party Exchange or any other purpose, must:

(i)   be approved by Data Republic as a Third Party User; and

(ii)   prior to being granted access to the Participant's Governed Space to conduct Third Party Exchanges or any other related purpose, first enter into the Guest Licence located at www.datarepublic.com/guestlicence,

whereby, upon approval by Data Republic, the relevant Third Party User shall be identified as a Third Party User and shall be authorised to access and use such Governed Space.

9.2   Conduct of Private Exchanges

The process and terms governing conduct of a Third Party Exchange through a Participant's Governed Space are set out at www.datarepublic.com.

10   Delivery Mechanism

If Participant or any Third Party User has any notice or knowledge that the Delivery Mechanism fails to function properly, or that any Third Party Exchange Data Updates are otherwise not being provided to or received by Data Republic, Participant will notify Data Republic and rectify the error as soon as possible. If Data Republic has any notice or knowledge that the Delivery Mechanism fails to function properly, or that any Third Party Exchange Data Updates are otherwise not being provided to or received by Data Republic, it will notify Participant in addition to promptly rectifying the error.

11   Data Republic Matching Services

If Participant wishes to provide Third Party Exchange Data to Data Republic in Tokenised form, the terms of the Data Republic Matching Services Module will apply in addition to these terms.

12   Data Security

Data Republic must:

(a)   establish and at all times maintain, comply and enforce adequate safeguards against the destruction, interference, unauthorised access, loss or alteration of Third Party Exchange Data in the possession or control of Data Republic or its Personnel that are consistent with and no less rigorous than those set out in the Data Security Protocols;

(b)   prohibit and prevent any Personnel who does not have the appropriate level of security clearance from gaining access to Third Party Exchange Data;

(c)   notify Participant immediately if Data Republic becomes aware of the contravention of any breach of this clause 3 of this Module; and

(d)   notify Participant of any material amendments to the Data Security Protocols.

13   Privacy

(a)   Participant acknowledges and agrees that Third Party Exchange Data must, once it has been transferred to Data Republic, contain no Personal Information.

(b)   Accordingly, any and all Personal Information submitted by Participant or a Third Party User must only be provided in a hashed format as directed in the Data Republic Matching Services Module.

(c)   Each party must promptly provide the other with the details of any complaint received by the first party arising out of or in connection with the content, or the use and disclosure of, any Third Party Exchange Data.

14   Participant representations and warranties

Participant represents and warrants that:

(a)   the Third Party Exchange Data has been legally obtained and that the provision of Third Party Exchange Data to Data Republic and its use in accordance with this Agreement will not violate any applicable Laws (including Privacy Laws and Competition Law), provided Data Republic manages Third Party Exchange Data in accordance with the terms of this Agreement;

(b)   it, or the applicable Third Party User, has obtained and maintains all necessary Consents from individuals in order for the Third Party Exchange Data to be used in Data Products on a Fully Matched basis;

(c)   in addition to and without limiting clause 7(a) of this Module, if the Third Party Exchange Data has been collected or aggregated by Participant or a Third Party User from one or more third parties (not being the Individuals in relation to whom the data has been obtained), Participant, or if applicable, the relevant Third Party User, has obtained and will maintain all necessary Consents from each and every third party in order to use such Third Party Exchange Data as contemplated under this Agreement, and has ensured that such third parties have complied with all Laws (including Privacy Laws) in relation to the collection and disclosure of such Third Party Exchange Data;

(d)   the Third Party Exchange Data will, taken in isolation, not include any Personal Information at the point and time of its first entry into the Governed Space(s) via the Delivery Mechanism;

(e)   Participant or Third Party User's collection of the Third Party Exchange Data, their supply of the Third Party Exchange Data and Data Republic's and its User's use of the Third Party Exchange Data as contemplated by this Agreement, will not infringe upon any Intellectual Property Right or other right of any third party;

(f)   it has all the necessary right, title and interest in the Third Party Exchange Data provided by it in order to grant the licences and otherwise perform its obligations under this Agreement; and

(g)   any relevant Third Party User has all the necessary right, title and interest in any Third Party Exchange Data provided by that Third Party User in order for Participant to grant the licences and otherwise perform its obligations under this Agreement.

15   Participant indemnities

In addition to the indemnity in Section 2 above, Participant shall defend, hold harmless and indemnify Data Republic and Data Republic's Related Bodies Corporate and their Personnel from and against any Loss suffered or incurred by Data Republic and Data Republic's Related Bodies Corporate and Personnel arising out of or in connection with:

(a)   any Claim that the Third Party Exchange Data, or any part thereof, infringes any Intellectual Property Right or other right of any third party; and

(b) any Claim that Participant's use of the Third Party Exchange Data or the creation or provision of Data Products which make use of the Third Party Exchange Data to Users is in breach of the Privacy Laws,

except to the extent that such Loss is caused or contributed to by an act or omission of Data Republic, its Related Bodies Corporate or their Personnel.

16   Suspension

(a) Data Republic may suspend the performance of this Agreement, any Term Sheet and/or any Approved Data Licence without liability to Participant if:

(i) Participant is in breach of the terms of this Module, the Data Security Protocols or the Data Republic Acceptable Use Policy;

(ii) Participant or Third Party User fails to comply with any Privacy Law, Competition Law or any other applicable Laws in relation to the Third Party Exchange Data or Data Products;

(iii) Data Republic discovers that Personal Information is included in the Third Party Exchange Data; or

(y) Any suspension implemented in accordance with this clause 16 shall continue until Data Republic is satisfied that the circumstances giving rise to the suspension have been remedied by Participant and are not reasonably likely to recur.

17   Termination of the Agreement or Term Sheets for cause

Data Republic may terminate Participant's ability to conduct Third Party Exchanges under this Module, immediately by written notice if Data Republic reasonably suspects that Participant's or Third Party User's use of the Data Republic Senate Platform, including any Governed Space, contravenes:

(a) any provision of this Module or the Data Republic Senate Licence;

(b) the Data Security Protocols; or

(c) any Laws (including the Privacy Laws and Competition Laws).

18   Consequences of Termination

On expiration or termination of this Agreement for any reason the rights granted to the Participant and any Third Party Users in respect of the Third Party Exchange and Governed Spaces terminate and the Participant must immediately:

(a) stop using the Third Party Exchange and Governed Spaces, and ensure that all of the Participant's Third Party Users cease accessing and using the Data Republic Senate Platform; and

(b) return to Data Republic all copies of any of Data Republic's Confidential Information in the Participant's and Third Party Users' possession or control.

Schedule 3

Data Republic Senate Matching Services Module

The terms of this Module apply to Participant's use of Data Republic tokenisation and matching services (***Data Republic Matching Services***) made available to Participant by Data Republic pursuant to Participant's Data Republic Senate Licence and as described in the then current Data Republic Matching Services Handbook (***Handbook***).

1 Grant of Licence and restrictions

(a) Data Republic grants to Participant a revocable, non-exclusive, limited, non-transferable, non-sublicensable, royalty free licence to access and use Data Republic Matching Services during the Term of Participant's Data Republic Senate Licence or as otherwise agreed.

(b) Participant must ensure that any data input and output for tokenisation and/or matching is carried out in accordance with the then current Handbook, including:

(i) installation of the Contributor Node by Participant within Participant's firewall;

(ii) hashing of Participant's relevant Personal Data in-situ; and

(iii) Participant's use of Token IDs for the limited purpose of substitution for Personal Data in Senate.

(c) Unless otherwise set out in Participant's Data Republic Senate Licence, the costs (if any) associated with Data Republic Matching Services shall be agreed in writing between the parties in advance.

(d) Participant must comply with all applicable Laws associated with the performance of Participant's obligations and rights under this Module including any Privacy Laws that may apply.

2 Privacy Compliance

(b) Participant represents and warrants that:

(i) the Participant Data has been legally obtained and that the provision of Participant Data to Data Republic and its use in accordance with this Module will not violate any applicable Laws (including Privacy Laws and Competition Law) or infringe upon any Intellectual Property Right or other right of any third party, provided Data Republic manages Participant Data in accordance with the terms of this Agreement;

(ii) it has obtained and maintains all necessary Consents from individuals in order for the Participant Data to be used in the manner contemplated under this Module;

(iii) it has all the necessary right, title and interest in the Participant Data in order to grant the licences and otherwise perform its obligations under this Module.

(c) Participant must notify Data Republic each time it updates or amends its privacy policy and privacy collection notices during the Term in a manner which, in Participant's reasonable opinion, may affect Participant's participation in Full Matching of data through the Data Republic Senate Platform and must make available such updated or amended privacy policy and privacy collection notices to Data Republic on request.

(d) Data Republic represents and warrants that:

(i) Data Republic will not use or access Participant Data other than for, and only to the extent necessary, to deliver the Data Republic Matching Services;

(ii) Data Republic will only use the Participant Data in accordance with this Module, including any requirements, exclusions or special conditions set out in any applicable Approved Data Licence;

(iii) Data Republic will comply with all applicable Laws (including Privacy Laws) in relation to its use of Participant Data; and

(iv) Token IDs which make use of Participant Data which has been uploaded in accordance with the Handbook will not, taken in isolation from the Participant Data and other information available to Data Contributor, contain any Personal Data.

3 Intellectual Property

(e) Participant acknowledge and agree that all rights, title and interests (including all Intellectual Property Rights) in and to the Data Republic Matching Services will at all times remain owned by Data Republic and its licensors.

(f) Data Republic acknowledges and agrees, that nothing in these Terms & Conditions are intended to transfer any right, title or interest (including Intellectual Property Rights) in any data contributed by Participant for Data Republic Matching Services, to Data Republic.

4   Disclaimer

THE PARTIES ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY LAW, DATA REPUBLIC:

(a)   DOES NOT REPRESENT, WARRANT OR ACCEPT ANY LIABILITY IN RELATION TO THE ACCURACY, CURRENCY, RELIABILITY OR QUALITY OF DATA REPUBLIC MATCHING SERVICES;

(b)   DOES NOT REPRESENT OR WARRANT THAT THE DATA REPUBLIC MATCHING SERVICES ARE FREE FROM ERRORS OR OMISSIONS, OR THAT THEY ARE EXHAUSTIVE; AND

(c)   DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO DATA REPUBLIC MATCHING SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

5   Indemnities

(a)   Participant shall defend, hold harmless and indemnify Data Republic and its Related Bodies Corporate and Personnel from and against any Loss suffered or incurred by Data Republic arising out of or in connection with Participant's use of any Token IDs in breach of the terms of this Agreement or any Approved Data Licence.

(b)   Data Republic shall defend, hold harmless and indemnify Participant and its Related Bodies Corporate and Personnel from and against any Loss suffered or incurred by Participant arising out of or in connection with misuse of the Participant Data or Token IDs by Data Republic in breach of the terms of this Agreement or any Approved Data Licence.

Schedule 4

Glossary

1   **Definitions**

The following definitions apply unless the context requires otherwise.

Acceptable Use Policy means the policy governing the use of Data Products by Participant and other Users, as amended from time to time at the sole discretion of Data Republic.

Agreement means the Data Republic Senate Licence and the applicable Modules.

API means the Data Republic application program interface made available to facilitate, amongst other things, the interaction of applications (including those developed by application developers) with the Data Republic Senate Platform, the receipt of a data feed from the Data Republic Senate Platform and the submission of Participant Data and Other Participant Data to the Data Republic Platform.

Application Program Interface Terms means the terms and conditions governing the use by Participant of Data Republic's API including for the purpose of developing and running applications which access and use the Data Republic Senate Platform and the receipt of the data feed that is available in the secure Participant area of www.datarepublic.com.au

Approved Data Licence means a Data Licence request that has been approved by a Data Contributor and Data Republic in accordance with the Modules. For the avoidance of doubt, an Approved Data Licence includes any special conditions that may be imposed by a Data Contributor.

Background DR IP means all Intellectual Property Rights owned by or licensed to Data Republic which were brought into existence:

a)   prior to the date of this Agreement; or

b)   independently of this Agreement,

including, but not limited to, the Data Republic Senate Platform, all documentation related to it and any algorithms developed by or on behalf of Data Republic for the purpose of creating Data Products on the Data Republic Senate Platform.

Background Participant IP means all Intellectual Property Rights owned by Participant which were brought into existence:

a)   prior to the date of this Agreement; or

b)   outside the Data Republic Senate Platform and independently of the Data Products.

Beneficiary has the meaning given in an Approved Data Licence.

Brand Marks means the DR Marks and/or the Participant Marks, as applicable.

Business Day means a day that is not a Saturday, Sunday, a public holiday or a bank holiday in California.

Claim means, in relation to a party, a demand, claim, action or proceeding made or brought by or against the party, however arising and whether present, unascertained, immediate, future or contingent.

Commencement Date means the date this Agreement is executed by both parties.

Competition Law means the Federal *Trade Commission Act*.

Confidential Information means all information which is in fact or which is reasonably regarded by a party as confidential to that party (including Participant Data and the terms of the Data Republic Senate Licence and any Module) and includes any data, code, plans, proposals or other material of any party which is related to the operation, business or financing of that party and any other information, code or data not of a published or public nature concerning or utilised by such party.

Consent means any licences, clearances, permissions, certificates, permits, authorities, declarations, exemptions, waivers, approvals or consents.

Consequential Loss means:

a)   any consequential or incidental damages, including, without limitation, any loss of profits, data, revenue or business.

Contributor Node means the technical component within the Data Republic Senate Matching network that generates Token IDs, hashes PII and distributes slices to matcher nodes as described in the Handbook

Data Asset means each discrete category or collection of Participant Data submitted by Participant into the Data Republic Databases in accordance with this Agreement.

Data Format means the format for the Participant Data specified in an applicable Term Sheet.

Data Characteristics means the structural metadata and descriptive metadata of each Data Asset, including:

a)   the volume of data to be made available, including but not limited to byte size, number of records, number of fields, number of data sets or number of documents;

b)   the data type of each data field;

c)   the completeness of each data field;

d)   the age of the data to be made available;

e)   the Update Frequency of data to be made available; and

f)   the contextual description of a specific data set.

Data Contributor means an entity or person from which Data Republic collects data for the purpose of creating and making available Data Products on the Data Republic Senate Marketplace and which has entered into the Data Contributor Module of the Data Republic Senate Marketplace Modules.

Data Contributor Module means the module titled the same in the Data Republic Senate Marketplace Modules.

Data Developer means entities or persons who are permitted to develop and create Data Products and related applications (including but not limited to data feeds, ETL scripts and applications) on the Data Republic Senate Platform, pursuant to the terms of the Data Developer Module.

Data Product means any combinations, compilations, integrations, models or analyses of data created or derived on the Data Republic Senate Platform from, or using, Participant Data and/or other data contained in the Data Republic Databases in accordance with the Data Product Policy and each applicable Term Sheet or Approved Data Licence. Data Products include, but not are limited to:

a)   reports;

b)   segmentations, where de-identified Individuals are allocated to discrete groups sharing common characteristics;

c)   propensities, where de-identified Individuals or groups of de-identified Individuals are scored on a likelihood of having certain characteristics;

d)   aggregations, where sums, counts or other scores of particular characteristics are created on a non-Individual level; and

e)   data feeds, applications and ETL applications.

Data Product Characteristics means the details of the composition of the relevant Data Product including:

a)   the data contributors from which data has been collected and from which the Data Product has been derived;

b)   the Data Characteristics of the underlying Data Assets from which the Data Product has been derived;

c)   the Update Frequency of the Data Product; and

d)   any other details agreed between the parties in an Approved Data Licence.

Data Product Development Environment means the environment to which a Data Developer will be granted access in order to create a Data Product.

Data Licence means a form in the template set out in the secure Participant area of www.datarepublic.com.au or on the Data Republic Senate Platform and including all information required to be included in such template.

Data Product Policy means the document available in the secure Participant area of www.datarepublic.com.au that sets out the mandatory and minimum requirements for Data Products, and may be amended by Data Republic time to time.

Data Recipient means entities or persons who receive Data Products through the Data Republic Senate Marketplace pursuant to the terms and conditions outlined in the Data Recipient Module and any applicable Approved Data Licence.

Data Recipient Module means the module titled the same in Data Republic Common Legal Framework.

Data Recipient Undertaking means the terms of the undertaking set out in the schedule to the Data Recipient Module and which is included in substantially the same form in an Approved Data Licence.

Data Republic Databases means the databases or data storage environments created and maintained by or on behalf of Data Republic and/or any of its Related Bodies Corporate for the purposes of holding and analysing Participant Data and Other Participant Data and creating and providing to Users the Data Products.

Data Republic Senate Licence means the licence agreement between Data Republic and Participant pursuant to which Data Republic grants to Participant a non-exclusive, limited, non-transferable, non-sublicensable, licence to access and use the Data Republic Senate Platform.

Data Republic Senate Platform means the system and application stack upon and within which the Data Republic Databases and Governed Spaces are hosted and the environment in which the Data Republic catalog is made available to Participants to contribute, receive and develop Data Assets (including Data Products) according to the legal framework set out in the Data Republic Common Legal Framework and the Third Party Exchange Module.

Data Republic Common Legal Framework means the common legal framework for Data Republic managed data exchange set out in the Data Recipient Module, the Data Contributor Module, and/or the Data Developer Module, as applicable.

Data Security Protocols means the protocols which set out the data security standards and processes to be employed by Data Republic, as set out in the secure Participant area of www.datarepublic.com.au, and may be amended by Data Republic from time to time.

Delivery Mechanism means the mechanism for transfer of:

a)   the Participant Data by Participant; or

b)   in the case of a Third Party Exchange, Third Party Exchange Data by a Participant or Third Party User,

        to Data Republic.

Derivative Materials means materials derived or created by or on behalf of Participant or its Personnel in accordance with the terms of this Agreement, any Approved Data Licence, which are based on, or created or derived from, Data Products separately from, and independently of, the Data Republic Senate Platform, but do not include the underlying Data Products themselves.

Dispute means a dispute between the parties arising out of or in connection with this Agreement.

DR Marks means the brands, trademarks, logos or names of Data Republic.

Effective Date has the meaning given in the applicable Term Sheet.

EULA means an end user licence agreement between a third party and a Participant which contains the terms and conditions that govern a third party's use of, and right to receive, Data Products from the relevant Participant.

Fees and *Expenses* means any fees, payments, expenses or costs set out in the applicable Term Sheet and/or Approved Data Licence.

Force Majeure Event means any circumstance or event that has, or is likely to have, a material adverse effect on the availability of the Data Republic Senate Platform, or any circumstance or event which by the exercise of reasonable effort the affected party is unable to control, including:

(a)   an act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;

(b)   strikes or other industrial action outside of the control of either party; and

(c)   war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion or epidemic,

but excludes any act or omission of a subcontractor or any Personnel of that party (except where that act or omission was itself caused by a Force Majeure Event).

Full Matching means:

(a)   Other Data Contributors and Users can use Data Products developed from Tokenised Participant Data that is fully matched against the Tokenised data received by Data Republic from Other Data Contributors by using Data Republic Matching Services; and

(b)   insights can be gained in the Data Products about the same Individual who appears in each of the relevant datasets submitted by Data Contributors,

and *Fully Matched* has the corresponding meaning.

Glossary means the definitions and rules of interpretation in this Schedule

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, including the Federal Trade Commission. It also includes a self-regulatory organisation established under statute or a stock exchange.

Governed Space(s) means a governed, monitored and access controlled environment within the Data Republic Senate Platform in which data exchange and exploration can take place.

Guest Licence means the terms and conditions which apply to all Third Party User(s) with respect to their use of the Data Republic Senate Platform under the Participant's direction.

Hashed Header Information means presentation by a Data Contributor to Data Republic of Header Information only as Hashed information.

Hashed means, in respect of Participant Data or Other Participant Data, data transformed in a manner that ensures that the risk of identification of an individual from that data is remote, through a process which employs salting or other robust and reliable de-identification techniques and a secure hash key management process to generate a string of digits:

(a)   which enables that string to be associated with a unique transactor but does not enable any human intelligible information to be available that might reasonably assist or facilitate re-identification of the Individual concerned; and

(b)   when Data Republic associates that string with a unique transactor, facilitates allocation of a Token ID to that sub-string of digits that relates to the unique transactor,

and *Hashed Input Data* and *Hash* and *Hashing* will have similar meanings.

Header Information means any combination of any of the following details in relation to an Individual:

(g)   name (e.g. first name, surname and middle name where possible);

(h)   date of birth;

(i)   address;

(j)   delivery point identifieror delivery point code, being a unique identifier assigned to many addresses;

(k)   phone number (e.g. mobile, home, work);

(l)   email address;

(m)   gender;

(n)   natural key, being a unique identifier assigned by a Data Contributor; and

such other identifying details as may be agreed in writing.

Individual means an individual to whom Personal Information or de-identified data (as the case may be) relates.

Initial Term means the period specified in an applicable Term Sheet.

Insolvency Event means where:

(a)   a party ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of a substantial part of its assets;

(b)   a party becomes unable to pay its debts when they fall due, or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;

(c)   a party becomes or is (including under legislation) deemed or presumed to be insolvent;

(d)   a party has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of it or the whole or any part of its assets or business;

(e)   any composition or arrangement is made with any one or more classes of its creditors;

(f)   except for the purpose of solvent amalgamation or reconstruction, an order, application or resolution is made, proposed or passed for its winding up, dissolution, administration or liquidation;

(g)   a party enters into liquidation whether compulsorily or voluntarily; or

(h)   any analogous or comparable event takes place in any jurisdiction.

Intellectual Property Rights means:

(a)   all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:

    (i)   registered and unregistered copyright;

    (ii)   inventions (including patents, innovation patents and utility models);

    (iii)   confidential information, trade secrets, technical data and know-how;

    (iv)   registered and unregistered designs;

    (v)   registered and unregistered trademarks;

    (vi)   circuit layout designs, topography rights; and

    (vii)   rights in databases;

(b)   any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;

(c)   any licence or other right to use a domain name;

(d)   any renewals, extensions and revivals, applications for and the right to apply for registration of any of the above; and

(e)   any rights of action against any third party in connection with the rights included in paragraphs (a) to (d) above,

but excluding moral rights, and similar personal rights, which by law are non-assignable.

Law means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by laws, rules, binding regulatory principles, requirements and determinations, mandatory codes of conduct and standards, writs, orders, injunctions and judgments.

Licence Fees means the licence Fees payable by Participant to Data Republic, as stipulated in an applicable Data Republic Senate Licence Term Sheet.

Listed Data Product means any Data Product that may be listed on the Data Republic Senate Marketplace and associated with the relevant Data Contributors and Data Developers (if any) who created the Data Product and may approve Data Licence requests for that Data Product.

Loss means any loss, liability, Claim, damage, cost, charge, expense or diminution in value, however arising, and whether present or future, fixed or unascertained, actual or contingent.

Module means any of the Data Republic Senate Marketplace Modules, the Third Party Exchange Module and/or the Matching and Tokenisation Module, as applicable.

Non-Tokenised means Participant Data or data from Other Data Contributors (as the case may be) that is not Tokenised.

Other Data Contributors means entities or persons other than Participant from which Data Republic collects data for the purpose of creating Data Products.

Other Participant Data means Data Assets that are not Participant Data.

Participant Algorithms means algorithms developed by Participant (whether on the Data Republic Senate Platform or otherwise) for the purpose of combining, compiling, integrating, modelling or otherwise analysing certain Participant Data, or particular elements of Participant Data, in order to create particular Data Products on the Data Republic Senate Platform.

Participant Data means the Data Assets submitted by Participant into the Data Republic Databases in accordance with the Data Contributor Module and as more particularly described in the applicable Term Sheet. Participant Data includes all Participant Data Updates, Participant Data which is incorporated into Data Products and any corrections to or re-ordering, cleansing or transformation of such Participant Data .

Participant Data Updates means additional Participant Data or changes to the Participant Data, following the initial provision to Data Republic of the first tranche of Participant Data.

Participant Marks means the brands, trademarks, logos or names of Participant.

Permitted Purpose has the meaning given in each applicable Module(s) or, if applicable, an Approved Data Licence.

Permitted Sublicensees means the parties set out and identified as such in an Approved Data Licence.

Personal Information means "personal information" and any information relating to Individuals that is subject to the operation of the Privacy Laws that either party has collected, received or otherwise has access to in connection with this Agreement.

Personnel means in respect of a person any employee, contractor, servant, agent, or other person under the person's direct or indirect control and includes any sub-contractors.

Policy means any and all Data Republic policies [located at [*insert url*]] as amended or updated by Data Republic from time to time.

Privacy Laws means:

(a)   the Federal Privacy Act of 1974;

(b)   the Can-*Spam Act of 2003* ;

(c)   to the extent applicable to any other Participant, the Children's Online Privacy and Protection Act;

(d)   to the extent applicable, any legislation from time to time in force under Federal laws and in any state, territory or possession of the United States of America affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data; and

(e)   any ancillary rules, binding guidelines, orders, directions, directives, codes of conduct or other instruments made or issued by a Government Agency paragraphs (a) through (d) above,

as amended from time to time.

Regulatory Event means:

(a)   an amendment, repeal or change in Law, the enactment of a new Law, or a change in the interpretation or application of a Law (including Privacy Laws); or

(b)   a direction or order of a Government Agency which is binding on Data Republic or Participant or any direction or notice to Data Republic or Participant from a Government Agency that any provision or use of Participant Data or Other Participant Data in the Government Agency's opinion is or is reasonably likely to be contrary to Law.

Related Body Corporate means an affiliated entity that controls, is controlled by or is under common control with a party. For the purposes of this definition, "control" means the power to direct or cause the direction of the management, policies, or affairs of an entity, whether through ownership of securities or partnership or other ownership interests.

Renewal Term has the meaning given in the applicable Term Sheet.

Reporting Obligations has the meaning given in the applicable Term Sheet.

Request Date has the meaning given in the applicable Data Licence.

Secure Data Deletion means, to the extent that Data Republic is able within its system environment, take steps as directed by Participant to ensure accurate deletion of any Participant Data from the Data Republic Databases and, to the extent Data Republic is not able to comply with Participant's directions, otherwise securely and accurately delete any Participant Data such that it cannot be recovered from the Data Republic Databases.

Support Services means the services specified in the Schedule to the Data Republic Senate Licence.

Technical Specifications means the technical specifications and processes to assist Participant to access the Data Product Development Environment and create a Data Product provided to Participant by Data Republic in writing, as amended and notified to Participant from time to time at the sole discretion of Data Republic.

Term means:

(o)   in relation to the Data Republic Senate Licence, the period described in the Data Republic Senate Licence Term Sheet; and

(p)   in relation to any Module, the period described in such Module Term Sheet if applicable.

Term of Data Use means the term for the use of a Data Product agreed in an Approved Data Licence.

Term Sheet means a term sheet in the form of the template set out in the secure Participant area of www.datarepublic.com.au and including all information required to be included in such template.

Territory means the United States of America.

Test Data means a limited set of actual data, the data fields of the underlying data, or a synthetic version of the underlying data, in each case that is made available to a Data Developer to test the creation of potential Data Products in accordance with an applicable Data Licence and the Technical Specifications.

Third Party User(s) means a third party that is not the Participant but may or may not be a Data Republic Participant, which may be invited by the Participant to access and use the Participant's Governed Space for data exchange and exploration pursuant to the Third Party Exchange Module.

Third Party Exchange has the meaning given in the Third Party Exchange Module.

Third Party Exchange Data means the Data Assets and any Third Party Exchange Data Updates submitted by Participant or a Third Party User for use solely in the Participant's Governed Space, in accordance with the terms of the Third Party Exchange Module and as more particularly described in the applicable Term Sheet.

Third Party Exchange Data Updates means additional Third Party Exchange Data or changes to the Third Party Exchange Data, following the initial provision to Data Republic of the first tranche of Third Party Exchange Data.

Third Party Exchange Module means the Module which governs a Participant's access and use of a Governed Space for Third Party Exchanges.

Token ID means unique character strings generated and provided to Participant (where Participant is a Data Contributor) and each other Data Contributor in respect of Individuals whose Personal Information is submitted to a Contributor Node, and whose de-identified data is then submitted to Data Republic as part of the Participant Data and Other Participant Data. A different Token ID is provided to each of Participant and each Other Data Contributor in respect of the same Individual.

Tokenised means that Participant Data, Other Participant Data or a Data Product (as the case may be) contain Token IDs, and ***Tokenise*** has a corresponding meaning.

Unlisted Data Product means any Data Product which will not be listed on the Data Republic open catalog. Such Unlisted Data Products may be listed on the Participant's own catalog of Data Assets and Data Products, but such listing will not be visible to other Participants on the Data Republic Senate Platform unless the Participant makes such listing visible.

Update Frequency means the frequency with which Participant Data will be updated by a Data Contributor.

User means a customer of Data Republic who is a user of the Data Republic Senate Platform, and may include:

(q)   Data Contributors and Other Data Contributors;

(r)   Data Recipients; and

(s)   Data Developers.

2   Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

(a)   The singular includes the plural, and the converse also applies.

(b)   A gender includes all genders.

(c)   If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(d)   A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

(e)   A reference to a clause, Schedule or Annexure is a reference to a clause of, or Schedule or Annexure to, this Agreement.

(f)   A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document.

(g)   A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.

(h)   A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).

(i)   A reference to legislation or to a provision of legislation includes a modification or re enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

(j)   A reference to conduct includes an omission, statement or undertaking, whether or not in writing.

(k)   Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.

(l)   Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.

(m)   A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.

(n)   A reference to dollars and $ is to United States currency.

(o)   A reference to an amount for which a person is contingently liable includes an amount that that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability actually arises.

(p)   A month means a calendar month.

(q)   A reference to year is a reference to each successive period of 12 months, commencing on the Effective Date.